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UNITED STATES DISTRICT COURT

DISTRICT OF OREGON

UNITED STATES OF AMERICA,

6:20-cv-01863-MO

Plaintiff,

v.

SETTLEMENT AGREEMENT

**\$36,858.50 U.S. CURRENCY and
ASSORTED PRECIOUS METALS IN
GOLD AND SILVER BARS, *in rem*,**

Defendants.

The United States and claimant Estate of Vidas Stravinskas, and the Estate's authorized counsel, Brian Michaels, have agreed to settle the claim to the defendant \$36,858.50 and assorted precious metals in gold and silver bars, *in rem*, in accord with the following terms.

SETTLEMENT

IT IS AGREED by and between the undersigned parties as follows:

1. This agreement has no effect on any claims that any other department or agency of the United States may have against claimant Estate of Vidas Stravinskas.

2. The Estate of Vidas Stravinskas agrees to forfeit to the United States all of its right, title, and interest in \$29,358.50, a portion of the defendant currency, and agrees to forfeit all its right, title, and interest in the assorted precious metals in gold and silver bars. Claimant agrees to the entry of a Judgment of Forfeiture against the \$29,358.50 and assorted precious metals in gold and silver bars.

3. The United States agrees to return \$7,500.00, the remainder of the defendant currency, without interest, to claimant Estate of Vidas Stravinskas.

4. The Estate of Vidas Stravinskas hereby agrees to release and to hold the United States, and any agents, servants, and employees of the United States, or any state or local law enforcement agency, acting in their individual or official capacities, harmless from any claim, whether presently or hereinafter known, made by themselves arising from and on account of the seizure of \$36,858.50 and assorted precious metals in gold and silver bars, *in rem*.

5. The parties will each bear their own costs and their own attorney's fees in this matter.

6. The parties agree, pursuant to 28 U.S.C. § 2465(a)(2), there was reasonable cause for the seizure and arrest of the property and neither the persons who made the seizure or arrest nor the prosecutors shall be liable to suit or judgment on account of such suit or prosecution, nor shall the claimant be entitled to costs.

7. The Estate of Vidas Stravinskas voluntarily waives all constitutional, legal, and equitable claims to the forfeiture of the \$29,358.50 and assorted precious metals in gold and silver bars, including any claims under the Eighth Amendment to the United States Constitution.


8. All persons signing this agreement have read and understand each and every provision herein. This Settlement Agreement is entered into freely and voluntarily. By signing

this Settlement Agreement, the parties merely intend to settle the claims made in this litigation.

Each person signing this Settlement Agreement is fully authorized to do so, whether on his or her own behalf or as representative for or on behalf of any other party or claimant herein.

9. The United States agrees to release to the Estate of Vidas Stravinskas \$7,500.00, less any debt owed to the United States, any agency of the United States, or any other debt in which the United States is authorized to collect under federal law, including but not limited to collections under the Treasury Offset Program. Claimant agrees to provide his Social Security number to facilitate this return of funds.

10. This Court shall retain jurisdiction in this cause for the purpose of enforcing the terms of this agreement.



Claimant Estate of Vidas Stravinskas
Personal Representative

11/30/2022

DATE

s/ Brian Michaels

Brian Michaels
Attorney for the Estate of Vidas Stravinskas

11/30/2022

DATE

s/ Judith R. Harper

Judith R. Harper
Assistant United States Attorney
Attorney for the United States of America

1/30/2023

DATE